

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

JOHN P. McTIGUE, individually, and)
in behalf of other individuals similarly) No. CV-04-0064- FVS
situated,)
)
Plaintiff,) PROTECTIVE ORDER
) REGARDING
vs.) CONFIDENTIAL
) INFORMATION
SPOKANE TRANSIT AUTHORITY,)
)
Defendant.)

WHEREAS, discovery (including document requests, depositions, and Interrogatory information) may involve the production or disclosure of personnel files of current and former employees of defendant, as well as the business operations and other trade secret information of the defendant.

IT IS HEREBY ORDERED:

1. This Protective Order (“Protective Order”) shall govern the treatment and handling of all documents or other products of discovery produced by Spokane Transit Authority ("STA") or information derived therefrom, and all copies, excerpts or summaries thereof including (without limitation), answers to requests for admissions, answers to interrogatories, documents produced pursuant to a demand for documents, documents subpoenaed in connection with depositions, and deposition transcripts.

2. STA may designate personnel files, documents, photographs, videotapes, materials, or information as “confidential” and thus subject to the terms

1 of this Protective Order by fixing a notation to such personnel files, documents,
2 materials, or information, or by other appropriate written notice to plaintiff. STA
3 may designate "CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER," those
4 documents it believes contains confidential information, including but not limited
5 to personnel files, payroll records, complaints, investigative documents, studies,
6 business operations, and other trade secret information. Testimony taken in
7 deposition in this case similarly may be designated as confidential and made
8 subject to the terms of this Order at the time of the deposition on the record. Any
9 party may move for a court determination of confidentiality if the parties are
10 unable to resolve a dispute regarding STA's determination of confidentiality. No
11 disclosure shall be made of any information designated as confidential until such
12 time as the matter is determined by the Court.
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17 3. Documents, photographs, videotapes, materials, or information
18 designated confidential pursuant to this Order shall not be disclosed or
19 disseminated by plaintiff, John McTigue, to any other person or entity, with the
20 following exceptions.
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22 a. Use of such confidential documents, photographs, videotapes,
23 materials, or information for trial preparation by plaintiff is allowed by this
24 Protective Order, subject to all conditions of this Protective Order which govern
25 plaintiff's use of such confidential information;
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28 b. Documents, personnel files, photographs, videotapes, materials,
or information designated by STA as confidential may be provided to expert

1 witnesses, or consultants by plaintiff provided such expert witnesses or
2 consultants, before being allowed to see any confidential documents, materials, or
3 information, in writing acknowledge receipt of a copy of this Protective Order and
4 agree to be bound by the terms of this Protective Order. The prohibition of this
5 paragraph shall apply in all circumstances, including, but not limited to,
6 depositions in this case.
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9 4. All summaries and exhibits prepared from Confidential Information
10 shall be stamped CONFIDENTIAL: SUBJECT TO PROTECTIVE ORDER by
11 STA.
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13 5. All persons having access to Confidential Information made available
14 pursuant to this agreement shall agree not to make any use of said Confidential
15 Information except in connection with the above-captioned litigation and shall
16 further agree not to deliver or transfer said Confidential Information to any person
17 not previously authorized by the terms herein.
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20 6. Plaintiff disclosing Confidential Information to any person or entity
21 shall be responsible for limiting distribution of the Confidential Information to
22 those persons who both (1) have a need to know the information, and (2) are
23 authorized to receive the information under this Protective Order. Plaintiff shall be
24 prepared to account for the disposition and use of the information by those persons.
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27 7. All copies of Confidential Information disclosed under this agreement
28 shall be subject to the same restrictions as imposed on the original information.

1 8. All documents, personnel files, photographs, videotapes, materials,
2 and information designated as confidential and disclosed to any person pursuant to
3 this Protective Order shall remain in the possession only of plaintiff, defendant's
4 attorneys or the experts or consultants to whom they are disclosed as provided by
5 this Order. Plaintiff may not retain any documents, personnel files, photographs,
6 videotapes, materials, or information designated as confidential pursuant to this
7 Order after the conclusion of this litigation or the trial of this case, whichever
8 comes first.
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12 9. Upon completion of this litigation, all documents, personnel files,
13 photographs, videotapes and materials designated confidential and all copies
14 thereof, shall be returned to STA's attorneys or destroyed and written notice of
15 their destruction provided.
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17 10. Documents, personnel files, photographs, videotapes, materials, and
18 information designated as confidential pursuant to this Order may be disclosed in
19 regular proceedings of this Court, subject to approval by STA's attorneys or by the
20 following method in the absence of approvals: If the documents, personnel files,
21 photographs, videotapes, materials, or information designated confidential are
22 made exhibits in this case or are incorporated into any pleadings or documents
23 filed by plaintiff with the Court, such exhibits or pleadings shall be (a) bound
24 separately and (b) placed in a sealed envelope or other appropriately sealed
25 container on which shall be endorsed:
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1 This envelope is sealed pursuant to the Stipulated Protective Order,
2 dated _____, 2005, and contains confidential information
3 filed in these proceedings. It is not to be opened or the contents
4 thereof displayed or revealed except to the court and persons
authorized by the court.

5 If the designated Confidential Information appears in any transcription filed with
6 the court, such transcription shall be (a) bound separately, and (b) placed in a
7 sealed envelope or other appropriately sealed container which bears the foregoing
8 endorsement.
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10 11. No confidential documents, personnel files, photographs, videotapes,
11 materials, or information shall be used at trial, except as provided by further order
12 of the court. Any party may apply to this court for additional protection regarding
13 any discovery in this case.
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15 12. No modification or amendment of this Protective Order is permitted
16 except by a writing signed by McTigue and approved by the court. The parties
17 hereto agree that it is unreasonable to rely on any oral modification or amendment
18 of this agreement.
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20 13. The failure to insist upon full compliance with any of the terms of the
21 Protective Order in any instance shall not be deemed to be a waiver of the right to
22 insist upon full compliance with those terms thereafter.
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24 14. Prior to the disclosure of any Confidential Information as provided
25 herein, the proposed recipient of the information will be first provided a copy of
26 this Protective Order and required to execute a verification in the form attached
27 hereto as Exhibit "A."
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IT IS SO ORDERED. The District Court Executive is hereby directed to enter this Order and furnish copies to counsel.

DATED this 16th day of November, 2005.

s/ Fred Van Sickle
UNITED STATES DISTRICT COURT JUDGE